

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  <i>(Section A - Cover Sheet)</i>		1 SOLICITATION NO. N00174-05-R-0048		2. (X one) <div style="border: 1px solid black; padding: 2px;"> a. SEALED BID </div> <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) </div> <div style="border: 1px solid black; padding: 2px;"> c. NEGOTIATED (RFQ) </div>	
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**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdraw Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department, Code 112J Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)  
  
2-NDPA (NITRODIPHENYLAMINE)

5. PROCUREMENT INFORMATION (X and complete as applicable)

<input type="checkbox"/>	a. THIS IS A FULL AND OPEN PROCUREMENT
<input type="checkbox"/>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents)
<input checked="" type="checkbox"/>	in this solicitation for details of the set-aside.)
<input checked="" type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <div>(1) Small Business</div> <div>(2) Labor Surplus Area Concern</div> <div>(3) Combined Small Business/ Labor Area Concern</div> </div>

6. ADDITIONAL INFORMATION:  
  
POC: KAREN TINDLEY, 112J  
Email: karen.tindley@navy.mil  
Tel: (301)744-6385 Fax: (301)744-6547

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

7 NAME AND ADDRESS Karen Tindley ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) (301)743-6385	<b>NO COLLECT CALLS</b>
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8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED _____			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER	
N00174-05-R-0048	
DATE (YYMMDD)	LOCAL TIME
10/17/2005	3:00 p.m.

TO: SUPPLY DEPARTMENT  
INDIAN HEAD DIVISION, NSWC  
101 STRAUS AVENUE  
INDIAN HEAD, MARYLAND 20640  
CODE:1142J

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 38 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N00174-05-R-0048		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Sep 2005	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: KAREN TINDLEY 112J KAREN.TINDLEY@NAVY.MIL INDIAN HEAD MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE  TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Supply Dept. Bldg. 1558</u> until <u>03:00 PM</u> local time <u>17 Oct 2005</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS
<b>11. TABLE OF CONTENTS</b>						
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			X	J
X	D	PACKAGING AND MARKING		4 - 5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>	
X	E	INSPECTION AND ACCEPTANCE		6	X	K
X	F	DELIVERIES OR PERFORMANCE		7 - 8		
X	G	CONTRACT ADMINISTRATION DATA		9 - 12	X	L
X	H	SPECIAL CONTRACT REQUIREMENTS		13	X	M
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	
					18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		25,000	Pound	\$	\$

2 NDPA (NITRODIPHENYLAMINE)

The 2-NDPA must be FLAKE FORM in accordance with MIL-N-3399B.

This is a Small Business Set-Aside.

The contractor must be a Small Business who manufactures the 2-NDPA in the United States.

If contractors have submitted 2-NDPA in flake form in the past two years and passed the sample test the requirement for sampling will be waived.

If a Contractor submits their sample to the incorrect location, their proposal will not be considered for award.

The 2-NDPA shall be delivered to NSWC in plastic drums with not more than 18 kg net. Inside the plastic drum the material shall be sealed inside two plastic bags.

The contractor must submit a complete analysis report but not limited per MIL-N-3399B.

Section C – Description and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

## Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

**PACKING INFORMATION**

The 2-NDPA shall be delivered to NSWC in plastic drums with not more than 18 kg net. Inside the plastic drum the material shall be sealed inside two plastic bags.

**IHD 30 - HAZARDOUS MATERIALS (NAVSEA/IHD) FEB 2000**

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

**TYPE OF SHIPMENT****REGULATIONS****APPLICABLE**

1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A,,D, G
*6. Export Air Military (MAC)	F, G

**LIST OF REGULATIONS**

- A. Code of Federal Regulations Title: 49 Transportation Parts 100
- B. Official Air Transport Restricted Articles Tariff No. 6C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Joint Manual (AFJM) 24Preparation of Hazardous Materials for Military Air Shipment
- \*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

CLAUSES INCORPORATED BY FULL TEXT

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-90,  
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg: 263

Code: 2320F

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

252.246-7000	Material Inspection And Receiving Report	MAR 2003
52.246-16	Responsibility For Supplies	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 60 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

**IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.



## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

CLINS	QTY	UNIT	DELIVERY DATE	SHIP TO ADDRESS
0001	25,000	LBS	120 DAYS AFTER AWARD OF CONTRACT	NAVSEA INDIAN HEAD Receiving Officer, Bldg 116 101 Strauss Avenue Indian Head, MD 20640-5035 Attention: Fernando Lacot Code 2320B

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

## OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 Percent increase

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION-NAVSEA  
 COMPTROLLER DEPARTMENT, CODE 021  
 ACCOUNTING AND FINANCE DEPARTMENT BLDG 1601  
 101 STRAUSS AVENUE  
 INDIAN HEAD, MD 20640-5035

**Note: It is extremely important that your invoice is mailed to the address cited above. Failure to do so WILL result in delay of your payment. Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact. However, the official invoice MUST be mailed to the Indian Head Comptroller Department.**

**HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)****(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744-
Payments/Invoicing:	Geneve Wesley
Phone Number:	(301)744-4840
Technical Representative:	Kathy Thia
Phone Number:	(301)744-2437

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744-6669 .

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without

specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day  
 Birthday of Martin Luther King, Jr.  
 Washington's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

#### **IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000**

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: **Code 2320B**).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

**IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of **Code 2320B**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984



52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and

environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.com]

(End of clause)

#### 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number ) :

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

1. MIL-N-3399B
2. Past Performance Matrix
3. Past Performance Questionnaire Checklist
4. Past Performance Questionnaire Interview Sheet

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:.....

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

##### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

- \_\_\_ Corporate entity (tax-exempt);
- \_\_\_ Government entity (Federal, State, or local);
- \_\_\_ Foreign government;
- \_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)



52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325998.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

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## Listed Countries of Origin

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(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified      Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVSEA INDIAN HEAD DIVISION  
101 STRAUSS AVENUE  
ATTENTION: PATRICIA KRAGH, CODE 112P  
INDIAN HEAD, MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

(End of provision)



**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)**  
**(JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)**  
**(MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

GENERAL INSTRUCTIONS: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offeror shall submit the following information:

1. One (1) sample of (2-NDPA) in the quantity of 2-quarts High Density Polyethylene Bottle with the Material Safety Data Sheet and Certification of Analysis
2. Two (2) copies of the past performance information, Volume I.
3. Two (2) copies of the price proposal with completed solicitation package, Volume II.

NOTE: Contractors who submitted the 2-NDPA in crystal form will be allowed to submit the 2-NDPA in flake form. If contractors have submitted 2-NDPA in flake form in the past two years and passed the sample test the requirement for sampling will be waived.

**Volume I & II shall be provided by closing date of the solicitation to:**

NAVSEA Indian Head Division  
101 Strauss Avenue, Bldg 1558  
Attn: Karen Tindley  
Indian Head, MD 20640-5035

**The 2-NDPA Two (2) quarts sample is to be provided before the closing date of the solicitation and in comply with MIL-N-3399B. Submit sample to:**

NAVSEA Indian Head Division  
101 Strauss Avenue  
Bldg 1864  
Attn: Karrie Sandagger  
Indian Head, MD 20640

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance) Information shall be submitted as detailed below.

**I. Each offeror shall submit 2-quarts of 2-NDPA with acceptable Material Safety Data Sheet and Certificate of Analysis.**

**II. VOLUME I – PAST PERFORMANCE (Shall contain only Past Performance Information)**

Past Performance is a measure of the degree to which an offeror, an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding; (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) required. **The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:**

NAVAL SURFACE WARFARE CENTER  
101 STRAUSS AVENUE  
INDIAN HEAD, MD 20640-5035  
ATTN: KAREN TINDLEY, CODE 1142J, BLDG. 1558.

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist by the end of the closing date may result in the inability of the government to rank the offeror past performance.

NOTE: PAST PERFORMANCE INFORMATION & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION.

**VOLUME II – Price (with completed solicitation package)**

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all Representations/Certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed prices fair and reasonable.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)**

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

**Sample Submission**  
**Past Performance**  
**Price**

If all submitted samples meet the specification, past performance and price will become more significant factors. In determining best overall value, the Government will first assess an offeror on the basis of provided sample and then compare and rank offerors on the basis of past Performance. Offerors who provide an unacceptable sample will not be considered for award. Then the Government will compare the tradeoffs between relative margins of performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between acceptable sample, superior performance price.

**A. 2-NDPA SAMPLE**

1. The 2-quarts sample provided by the offeror and will be evaluated.
2. Vendor must certify by analysis that the sample comply with MIL-N-3399B.

**B. PAST PERFORMANCE**

1. Government will evaluate the quality of the offeror's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the

RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance reference, information obtained from other sources, including past and present customers, subcontractors and any other who may useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

**Excellent** – The Offeror's performance was consistently superior. The contractual performance was accomplished with few minor problems, for which corrective action taken by the Offeror was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, for which corrective actions taken by the Offeror were effective. They would be willing to do business with the Offeror again.

**Poor** - The Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the Offeror corrective actions appear to be or were ineffective.

**Neutral** - Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above the past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

## C. PRICE

I. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Factor 1 - 2-NDPA Sample

Factor 2 - Past Performance

Factor 3 - Price

The offeror's submission in response to this solicitation will be evaluated. Each factor shall be evaluated based on the merits of the information contained in the offeror's submission. A sample evaluation is provided below:

Offeror	Sample	Past Performance Rating	Price
A	Acceptable	Good	\$505,000
B	Acceptable	Excellent	\$508,000
C	Unacceptable	Good	\$500,000
D	Acceptable	Poor	\$502,000
E	0**	Good	\$510,000

\*\* Offeror did not comply with RFP instructions – was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with an acceptable sample has the highest past performance rating and also represents the lowest price then that offeror is clearly the Best Value. If an offeror with an acceptable sample has the highest past performance rating and has a higher price, then a determination must be made whether the difference in past performance value is worth the higher price. In the example the Government may award to Offeror A, Offeror B ( if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A). Offeror C would not be considered for award due to an unacceptable sample. Offeror D would not be considered for award due to a POOR past performance rating. Offeror E would not be considered for award due to not providing a sample.

**MILITARY SPECIFICATION**

**2-NITRODIPHENYLAMINE**

*This specification has been approved by the Department of Defense and is mandatory for use by the Departments of the Army, the Navy, and the Air Force.*

**1. SCOPE**

1.1 This specification covers one type of 2-Nitrodiphenylamine suitable for use in the manufacture of propellants.

1.2 Classification. The 2-Nitrodiphenylamine shall be in the following forms as specified (see 6.1):

Flake form

Powder form

**2. APPLICABLE DOCUMENTS**

2.1 The following documents of the issue in effect on date of invitation for bids form a part of this specification to the extent specified herein.

**SPECIFICATIONS**

**FEDERAL**

UU-S-48 — Sacks, Shipping, Paper.

UU-P-236 — Paper, Filtering.

PPP-B-621 — Boxes, Wood, Nailed and Lock-Corner.

PPP-B-636 — Boxes, Fiber.

**STANDARDS**

**MILITARY**

MIL-STD-105 — Sampling Procedures and Tables for Inspection by Attributes.

MIL-STD-109 — Inspection Terms and Definitions.

MIL-STD-129 — Marking for Shipment and Storage.

MIL-STD-286 — Propellants, Sampling, Inspection and Testing.

**PUBLICATIONS**

**ORDNANCE CORPS**

ORD-M-608-11 — Procedures and Tables for Continuous Sampling by Attributes.

(Copies of specifications, standards, drawings and publications required by contractors in connection with specific procurement functions should be obtained from the procuring activity or as directed by the contracting officer.)

FSC 6810

THIS DOCUMENT CONTAINS 8 PAGES.

2.2 The following documents form a part of this specification to the extent specified herein. Unless otherwise indicated, the issue in effect on date of invitation for bids shall apply.

**CONSOLIDATED CLASSIFICATION COMMITTEE PUBLICATION**

**Consolidated Freight Classification Ratings, Rules, and Regulations.**

(Application for copies should be addressed to Consolidated Classification Committee, 202 Chicago Union Station, Chicago 6, Illinois).

**AMERICAN TRUCKING ASSOCIATION**

**National Motor Freight Classification, Rules and Container Regulations.**

(Application for copies should be addressed to the National Classification Board, 1424 Sixteenth Street, N. W., Washington 6, D. C.)

### 3. REQUIREMENTS

3.1 Chemical and physical properties. The chemical and physical properties of the 2-nitrodiphenylamine shall conform to the limits specified in table I.

**TABLE I. Chemical and Physical Properties**

Tests	Requirements
Solidification point, Degree Centigrade ( $^{\circ}\text{C}$ ), minimum (min.) .....	73.0
Purity, percent, (min.) .....	97.5
Volatile matter, percent, maximum (max.) .....	0.6
Material insoluble in 95 percent ethyl alcohol, percent, max. ....	0.2
Ash, percent, max. ....	0.1
pH Value .....	5.0 to 7.0
Acidity, percent, max. ....	0.003

3.2 Workmanship. The standard of workmanship shall be such as to insure the production of material meeting the requirements of this specification. The 2-nitrodiphenylamine shall be free from grit and extraneous foreign material such as sticks, straws, sand and other visible impurities.

### 4. QUALITY ASSURANCE PROVISIONS

4.1 General quality assurance provisions. The supplier is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified, the supplier may utilize his own or any other inspection facilities and services acceptable to the Government. Inspection records of the examinations and tests shall be kept complete and available to the Government as specified in the contract or order. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements. Reference shall be made to Standard MIL-STD-109 in order to define the terms used herein. Inspection shall be performed in accordance with this specification and other specifications referenced in any of the contractual documents.

4.1.1 Contractor quality assurance system. If the contractor desires to utilize a quality assurance system, which is at variance with the quality assurance provisions of 4.2 and 4.3 and other documents referenced herein, he shall submit a written description of the system to the contracting officer for approval prior to initiation of production. It shall include a description covering controls for lot formation and identification, inspections to be performed, inspection stations, sampling procedures, methods of inspection, (measuring and testing equipment), and provisions for control and disposition of non-conforming material. The written description will be considered acceptable when, as a minimum, it provides the quality assurance provisions required by the provisions of 4.2 and 4.3 and the other documents referenced herein. The contractor shall not be restricted to the inspection station or the method of inspection listed in this specification provided that an equivalent control is included in the approved quality assurance procedure. In cases of dispute as to whether certain procedures of the contractor's system provide equal assurance, the comparable procedure of this specification shall apply. The contractor shall



notify the Government of, and obtain approval for, any changes to the written procedure that affects the degree of assurance required by this specification or other documents referenced herein.

**4.1.2 Submission of product.** At the time the completed lot of product is submitted to the Government for acceptance, the contractor shall supply the following information accompanied by a certificate which attests that the information provided is correct and applicable to the product submitted:

- (a) A statement that the lot complies with all quality assurance provisions of the approved current written description of the system.
- (b) Quantity of product inspected.
- (c) Results obtained for all inspection performed.
- (d) Specification number and date, together with an identification and date of changes.
- (e) Certificates of analysis on all material procured directly by the contractor when such material is covered by referenced Government specification.
- (f) Quantity of product in the lot.
- (g) Date submitted.

The certificate shall be signed by a responsible agent of the certifying organization. The initial certificate submitted shall be substantiated by evidence of the agent's authority to bind his principal. Substantiation of the agent's authority will not be required with subsequent certificates unless, during the course of the contract, this authority is vested in another agent of the certifying organization.

**4.1.3 Government verification.** Using the

contractor's written quality assurance procedure (see 4.1.1), this detailed specification, and other contractual documents as a guide, the Government inspector shall verify all quality assurance operations performed by the contractor. Verification shall be in accordance with a or b as applicable, the decision being the responsibility of the procuring activity. In either case, the inspector shall also ascertain, prior to acceptance, that all quality assurance provisions of other specifications referenced in any of the contractual documents have been complied with. Deviations from prescribed or agreed upon procedures discovered by the Government inspector shall be brought to the attention of the supplier. Disposition of the product and remedial action shall be as directed by the Government inspector and, depending on the nature of the deviation, may consist of lot rejection, screening, re-sampling, re-instruction of the supplier's employees, or other appropriate action:

- (a) Verification at the point of manufacture shall be accomplished at unscheduled intervals in accordance with 4.1.3.1 and 4.1.3.2.
- (b) Verification at the point of delivery shall be in accordance with 4.1.3.2.

**4.1.3.1 Surveillance.** Surveillance shall include, but is not limited to:

- (a) Observation of procedures concerning lot formation and identification.
- (b) Observation of sampling procedures and application of acceptance criteria.
- (c) Determination that all required examinations and tests are performed in accordance with the prescribed procedures of this specification, or approved equivalents thereto.
- (d) Review of procedures for control and disposition of non-conforming material.

**4.1.3.2 Product inspection.** Product inspection shall consist of Government inspection of product which has been previously inspected by the contractor and found to meet the quality assurance provisions of this specification. The inspection by the Government shall be performed in order to determine that the product is of the quality required by this specification and that the contractor's records are reliable.

#### 4.2 Inspection provisions.

**4.2.1 Lot formation.** A lot shall consist of 2-Nitrodiphenylamine from one or more batches and from one manufacturer, in accordance with the same specification, or same

specification revision, under one set of operating conditions. Each batch shall consist of that quantity of 2-Nitrodiphenylamine that has been subjected to the same unit chemical or physical process intended to make the final product homogeneous.

**4.2.2 Examination.** Sampling plans and procedures of the following classification of defects shall be in accordance with Standard MIL-STD-105. Continuous sampling plans, in accordance with Handbook ORD-M608-11 may be used if approved by the procuring activity.

**4.2.2.1 Wooden box or fiberboard carton prior to closing (see 5.2.1 or 5.2.2).**

Categories	Defects	Method of inspection
Critical: None defined.		
Major:	AQL 0.65 percent	
101. Liner pierced or torn .....		Visual
102. Liner improperly closed .....		Visual
Minor:	AQL 1.00 percent	
201. Type of liner incorrect .....		Visual

#### 4.2.2.2 Sealed wooden packing box (see 5.2.1).

Categories	Defects	Method of inspection
Critical: None defined.		
Major:	AQL 1.50 percent	
101. Gross weight, (max.) .....		Approved scale
102. Box damaged .....		Visual
103. Top improperly assembled .....		Visual
Major:		
104. Marking (identification) incorrect .....		Visual
105. Strapping missing, broken or loose .....		Visual-Manual
Minor:	AQL 4.00 percent	
201. Nail protruding .....		Visual
202. Marking (identification) missing or illegible .....		Visual
203. DOD symbol missing or illegible .....		Visual
204. Strapping improperly assembled .....		Visual-Manual

#### 4.2.2.3 Sealed fiberboard carton (see 5.2.2).

Categories	Defects	Method of inspection
Critical: None defined.		
Major:	AQL 1.00 percent	
101. Gross weight, max. ....		Approved scale
102. Assembly torn or pierced .....		Visual
103. Marking (identification) incorrect .....		Visual
104. Strapping missing, broken or loose .....		Visual-Manual

Minor:	AQL 4.00 percent	
201. Stitches missing or loose .....		Visual
202. Marking (identification) missing or illegible .....		Visual
203. DOD symbol missing or illegible .....		Visual
204. Strapping improperly assembled .....		Visual-Manual

#### 4.2.3 Testing.

**4.2.3.1 Sampling by lot.** A random sample of 10 containers shall be selected from each lot. When lots are comprised of 10 containers or less, each container shall be sampled.

**4.2.3.2 Preparation of composite.** A  $1.0 \pm .2$  ounce primary sample of 2-nitrodiphenylamine shall be removed from each of the ten containers in order to equal ten ounces. If there are less than 10 containers, equal primary samples in sufficient quantity to equal 10 ounces, shall be removed from each container. The individual primary samples shall then be combined in order to form a homogeneous composite sample of 10 ounces and subjected to the tests specified in 4.3. If the composite sample fails to comply with any of the requirements specified, the lot shall be rejected.

#### 4.3 Test methods and procedures.

**4.3.1 Determination of solidification point.** The determination shall be conducted as follows: Melt a specimen of approximately 50 grams (gm.) in a covered 250 milliliter (ml.) beaker by immersing the beaker in a water bath at  $90^{\circ}$  to  $95^{\circ}$  C. for 15 minutes. Fill the inner tube of the solidification point apparatus shown on figure 1 to within one and one-half inches of the top with the molten 2-nitrodiphenylamine. Insert the stirrer and thermometer in the tube and place the tube and contents in a water bath at  $85^{\circ}$  to  $90^{\circ}$  C. for five minutes. Remove the tube from the water bath and place in the apparatus. Stir the molten material constantly making approximately one up and down motion of the stirrer per second. Using a 76 millimeter partial immersion thermometer number American Standard Testing Method 98 C. with a range of  $60^{\circ}$  —  $90^{\circ}$  C. record

the temperature of the molten material every 30 seconds until solidification begins as indicated by the temperature of the samples rising after reaching a minimum. Continue the stirring until the temperature reaches a maximum.

**4.3.2 Determination of purity.** Either of the following methods may be used. In case of doubt or dispute, the titanous chloride buffer method shall be used.

**4.3.2.1 Titanous chloride buffer method.** The 2-nitrodiphenylamine shall be determined in accordance with Standard MIL-STD-286, Method 218.2 except a specimen weighing  $.20 \pm 0.01$  gm., shall be quantitatively transferred to 500 ml. carbon dioxide titration flask in paragraph 5.6.

**4.3.2.2 Bromination method.** The 2-nitrodiphenylamine shall be determined in accordance with Standard MIL-STD-286, Method 218.1 (starting at paragraph 5.6) except an accurately weighed specimen of approximately 0.085 to 0.10 gm. shall be transferred to a 250 ml. glass stoppered iodine flask, 25 ml. of chloroform shall be added and the sample allowed to dissolve. Sixty ml. of glacial acetic acid followed by exactly 10 ml. of 0.5 Normal (N) potassium bromide-bromate solution shall be added.

**4.3.3 Determination of volatile matter.** The determination shall be conducted as follows: Transfer an accurately weighed specimen of approximately 10 gm. to an evaporating dish having a capacity of about 30 ml. and a diameter of approximately 60 millimeters (mm.). Accurately weigh the dish and contents, then place in an oven at  $100^{\circ}$  to  $105^{\circ}$  C. for 8 hours. Cool the dish and contents in a desiccator and reweigh. Calculate the loss in weight as percent volatile matter in the specimen.

**4.3.4 Determination of material insoluble in 95 percent ethyl alcohol.** The determination shall be conducted as follows: Transfer a weighed specimen of about 10 gm. to a 250 ml. beaker. Add 200 ml. of approximately 95 percent ethyl alcohol and stir until the 2-nitrodiphenylamine dissolves. Heat on a steam bath if necessary in order to aid solution of the specimen. Filter the solution through a tared filtering crucible, being careful to transfer any insoluble residue to the crucible by means of a stream of alcohol. Wash crucible and contents five times with 10 ml. portions of hot alcohol. Dry the crucible and contents in an oven at 100° to 105° C. for 1½ hour; cool in a desiccator and weigh. Calculate the gain in weight as percent material insoluble in 95 percent ethyl alcohol. In case of an abnormally high result, run a blank on the alcohol used.

**4.3.5 Determination of ash.** The determination shall be conducted as follows: Transfer a weighed specimen of approximately ten gm. to a tared porcelain or silica crucible and add sufficient alcohol to cover the specimen. Place the dish and contents on a hot plate at low heat under a hood and ignite the alcohol. Allow the alcohol and sample to burn until the specimen is completely carbonized and the flame is extinguished. Ignite the crucible over the flame of a Bunsen

burner, or in a muffle furnace, until all the carbonaceous matter has been removed; cool in a desiccator and weigh. Calculate the gain in weight as percent ash. In case of an abnormally high result, run a blank on the alcohol used.

**4.3.6 Determination of acidity.** The determination shall be conducted as follows: Transfer a weighed specimen of approximately 10 gm. to a 125 ml. Erlenmeyer flask. Add 50 ml. of boiling distilled water to melt the specimen. Use distilled water having a pH of  $6.0 \pm 0.5$  at 25° C. Close the flask with a rubber stopper and shake the flask and contents vigorously until the 2-nitrodiphenylamine solidifies. Filter the mixture as rapidly as possible by means of a dry filter paper conforming to type II, class 5 of Specification UU-P-236 and immediately determine the pH of the Filtrate at 25° C. by means of pH meter using a glass calomel electrode pair. Wash the residue in the flask twice with 25 ml. portions of distilled water and filter by means of the same filter paper previously used. Combine the washwater with the original filtrate, add 5 drops of phenolphthalein and titrate to a pink end point with 0.01 N sodium or potassium hydroxide solution. Calculate the acidity as follows:

$$\text{Percent acidity (as hydrochloric acid)} = \frac{8.65 \text{ VN}}{W}$$

where:

V = ml. of sodium or potassium hydroxide solution used in the titration.

N = normality of sodium or potassium hydroxide solution.

W = gm. of the specimen.

## 5. PREPARATION FOR DELIVERY

**5.1 Preservation and packaging.** Preservation and packaging for levels A, B, and C. Not applicable.

## 5.2 Packing.

**5.2.1 Level A.** Not more than 100 pounds of 2-nitrodiphenylamine shall be packed in a nailed wooden box conforming to the requirements of Specification PPP-B-621. Each box shall be lined with a single wall bag liner complying with type I, class C, Specification UU-S-48. Adhesive and construction of seams and closures shall be as required for ocean shipment. Boxes shall be strapped in accordance with the strapping requirements of the appendix of Specification PPP-B-621.

**5.2.2 Level B.** The 2-nitrodiphenylamine shall be packed in a solid fiberboard carton conforming to the requirements of V8S, style FTC, Specification PPP-B-636 and shall contain not more than 70 pounds. Each carton shall be lined with a single wall bag liner complying with type I, class B, Specification UU-S-48; adhesive and construction of seams and closures shall be as required for ocean shipment. Cartons shall be strapped in accordance with the strapping requirements of the appendix of Specification PPP-B-636 (see 6.2).

**5.2.3 Level C.** The 2-nitrodiphenylamine shall be packed for shipment in conformance with consolidated freight classification rules and container specifications for rail shipment, or with National Motor Freight classification rules and container specifications for truck shipments.

**5.3 Marking.** Marking shall be in accordance with Standard MIL-STD-129.

## 6. NOTES

**6.1 Intended use.** Flake form and powder form 2-nitrodiphenylamine under this spec-

ification are intended for use in the manufacture of propellants.

**6.2 Ordering data.** Procurement documents should specify the following:

- (a) Title, number and date of this specification.
- (b) Form require (see 1.2).
- (c) Levels of protection (see 5.2).

(Level B Packaging is intended to provide economical but limited protection, and should be specified only when it is determined the 2-Nitrodiphenylamine will be held in covered storage approximately 6 months from date of initial packaging.)

**Notice.** When Government drawings, specifications, or other data are used for any purpose other than in connection with a definitely related Government procurement operation, the United States Government thereby incurs no responsibility nor any obligation whatsoever; and the fact that the Government may have formulated, furnished, or in any way supplied said drawings, specifications, or other data is not to be regarded by implication or otherwise as in any manner licensing the holder or any other person or corporation, or conveying any rights or permission to manufacture, use, or sell any patented invention that may in any way be related thereto.

### Custodians:

Army—Ordnance Corps  
Navy—Bureau of Naval Weapons

### Preparing activity:

Army—Ordnance Corps

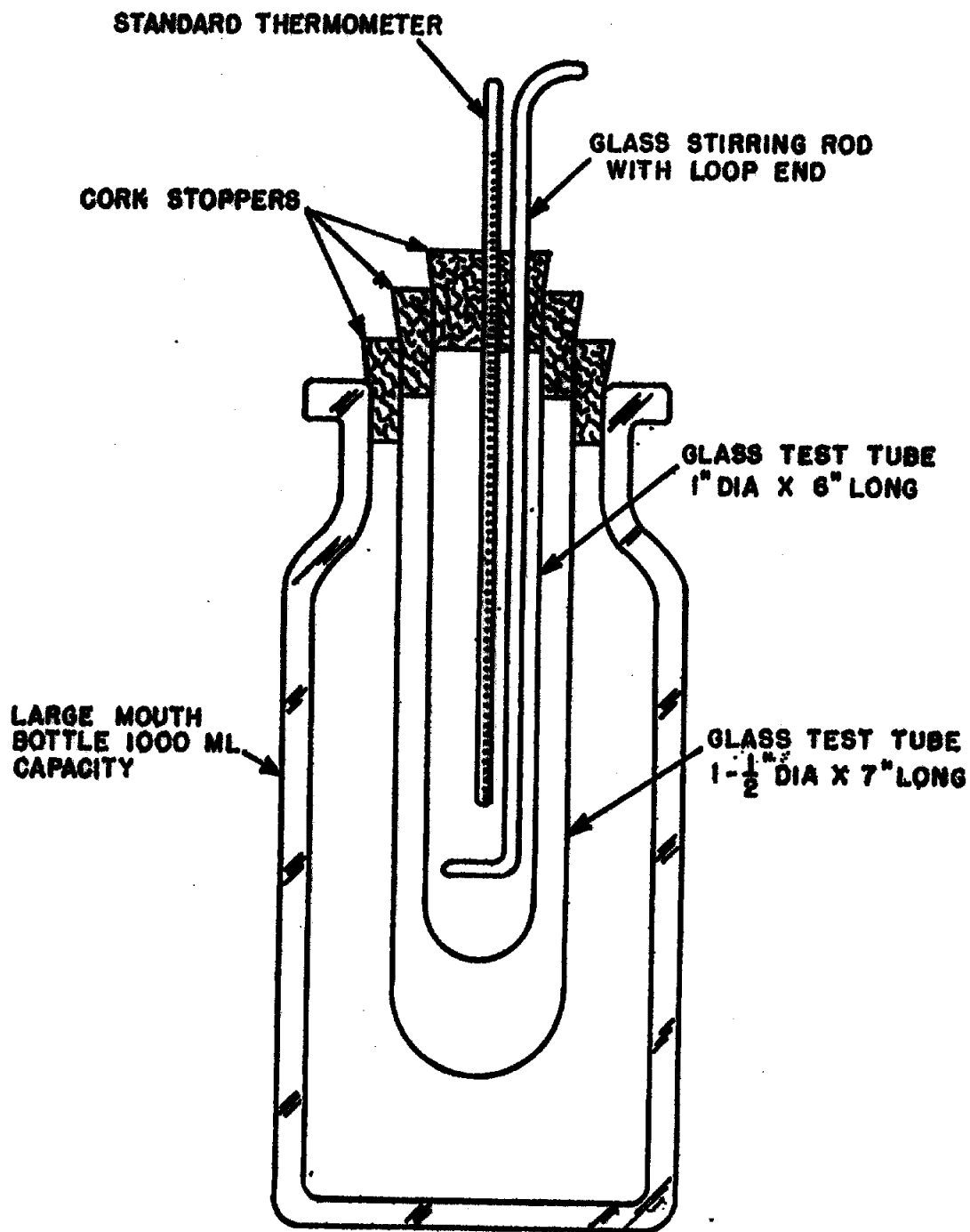


FIGURE 1. Solidification point apparatus.

# PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

ATTACHMENT 2

SOURCE SELECTION INFORMATION SEE FAR 3.104

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET  
FOR SOLICITATION NUMBER N00174-05-R-0048**

Name of offeror questionnaire is being completed for:

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Name of company completing questionnaire:

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Name of the person and title completing questionnaire:

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Length of time your firm has been involved with the offeror:

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Type of work performed by referenced offer:

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**SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:**

NAVSEA INDIAN HEAD DIVISION  
101 Strauss Avenue, Bldg 1558  
Indian Head MD 20640-5035  
Karen A. Tindley, Contract Specialist,  
Code 112J  
BY THE CLOSING DATE LISTED IN BLOCK 8 OF  
SOLICITATION

**ATTACHMENT 3**

**SOURCE SELECTION INFORMATION SEE FAR 3.104**



**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET**  
**SOLICITATION NUMBER: N00174-05-R-0048**

**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

**EVALUATION CRITERIA**

- |                      |   |
|----------------------|---|
| <b>Exceptional -</b> | The offerors performance was consistently superior.<br>The contractual performance was accomplished with<br>Few minor problems for which corrective action taken<br>By the contractor were highly effective.  |
| <b>Average -</b>     | The offerors performance was good, better than average,<br>Etc., and that they would willingly do business with the<br>Offeror again. The contractual performance was<br>Accomplished with some minor problems for which<br>Corrective actions taken by the contractor were effective.                            |
| <b>Neutral -</b>     | No record exists.   |
| <b>Poor -</b>        | The offerors performance was entirely unsatisfactory<br>And that they would not do business with the offeror<br>again under any circumstances. The contractual<br>performance of the element being assessed contains<br>problems for which the contractor corrective actions<br>appear to be or were ineffective. |

**ATTACHMENT 4**

**SOURCE SELECTION INFORMATION SEE FAR 3.104**

### **CUSTOMER SATISFACTION**

1. The referenced contractor was responsive to the Customers needs. E A N P N/A
2. The contractors personnel were qualified To meet the requirements. E A N P N/A
3. The contractors ability to accurately estimate Costs. E A N P N/A

### **TIMELINESS**

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E A N P N/A

### **RELIABILITY**

5. The contractor had a clear understanding of the work Detailed in the SOW. E A N P N/A
6. The contractors ability to complete tasks correctly the first time. E A N P N/A
7. The contractors ability to resolve problems. E A N P N/A

### **PRODUCT QUALITY**

8. The contractors quality and reliability of services delivered. E A N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E A N P N/A

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: \_\_\_\_\_, Date \_\_\_\_\_.

ATTACHMENT 4

SOURCE SELECTION INFORMATION SEE FAR 3.104